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in respect thereto and agree that the construction of the said dam, if undertaken, shall be subject to the covenants, undertakings, conditions and obligations of this agreement.

Eleventh:—This agreement shall take the place of the said agreement dated February 16th, 1906, between the Railway Companies and the Power Company, which is hereby annulled and cancelled.

In Witness Whereof the said parties hereto have caused their respective corporate seals to be hereunto affixed, duly attested, the day and year first hereinbefore written.

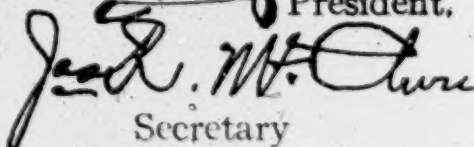
Signed, sealed and delivered in the presence of us:

COLUMBIA AND PORT DEPOSIT
RAILWAY COMPANY.

By

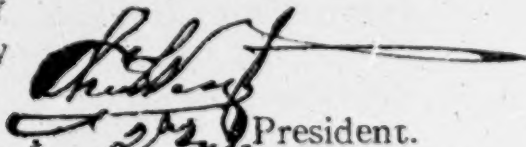
 President.

Attest:

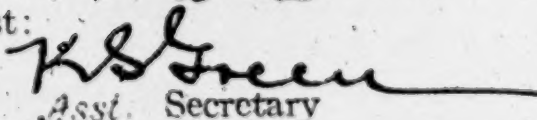
 Secretary

PHILADELPHIA, BALTIMORE AND
WASHINGTON RAILROAD COM-
PANY

By

 President.

Attest:

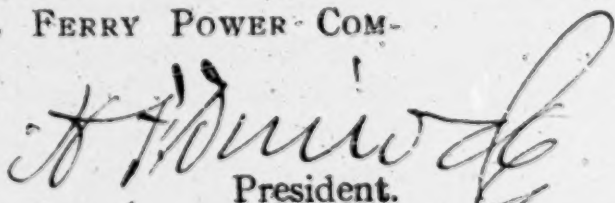
 Asst. Secretary

Witness as to
H. F. Dimock

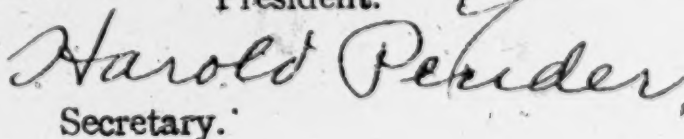
and
Harold Pender

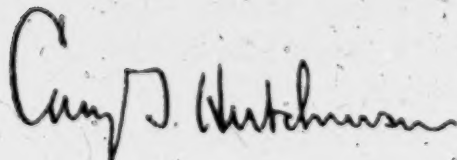
MC CALL FERRY POWER COM-
PANY,

By

 President.

Attest:

 Secretary.



Contract With Kerbaugh for Relocation Work

McCALL FERRY POWER COMPANY

60 WALL STREET

NEW YORK

AGREEMENT

between

McCALL FERRY POWER COMPANY

and

H. S. KERBAUGH, Incorporated

Dated August 27, 1906

Regarding the Proposed Re-located Roadbed, Tracks, Telegraph Lines and Other Facilities and Appurtenances of the Columbia and Port Deposit Railway Company between Safe Harbor and a point 500 feet south of Benton Station, Lancaster County, Pennsylvania

THIS AGREEMENT, made and entered into this 27th day of August, 1906, between the McCall Ferry Power Company, a corporation of the State of Pennsylvania, party of the first part, hereinafter called "Power Company," and H. S. Kerbaugh, Incorporated, a corporation of the State of West Virginia, party of the second part, hereinafter called "Contractor."

WHEREAS, the Power Company has made an agreement, dated August 13th, 1906, with the Columbia and Port Deposit Railway Company and the Philadelphia, Baltimore and Washington Railroad Company, a copy whereof is hereto annexed;

AND WHEREAS, the Power Company and H. S. Kerbaugh, Incorporated, entered into an agreement, dated 14th April, 1906, regarding the reconstruction of the Columbia and Port Deposit Railway, between Sheuk's Ferry and Peach Bottom, Lancaster County, Pennsylvania, and

WHEREAS, certain changes in the plans of the Power Company now make it desirable that the said agreement be cancelled, and the following agreement executed in lieu thereof;

AND WHEREAS, the Columbia and Port Deposit Railway Company has authorized the Power Company, at the request of the latter, in connection with its undertaking the work of constructing its dam at or near McCall Ferry, Lancaster County, Pennsylvania, to act for and on behalf of, and under authority given by, said Columbia and Port Deposit Railway Company in causing the construction of its relocated roadbed, tracks, telegraph lines, stations and other facilities and appurtenances between Safe Harbor and a point 500 feet south of Benton Station, Lancaster County, Pennsylvania, to be prosecuted and completed without delay in accordance

with plans and specifications and under the supervision and to the satisfaction of the Chief Engineer of the Railway Companies, or, his representative, the Power Company, to make all payments therefor in accordance with the terms and conditions of the said agreement of August 13th, 1906, and said Columbia and Port Deposit Railway Company has furnished to said Power Company such plans and specifications;

AND WHEREAS, the latter Company, in pursuance of the authority conferred upon it by the said Columbia and Port Deposit Railway Company, desires to employ the Contractor to construct and complete, at the cost of the Power Company, the said work of the Columbia and Port Deposit Railway Company hereinbefore referred to, in accordance with all the specifications and provisions, and upon all the terms and conditions hereinafter stated;

AND WHEREAS, Contractor desires to so undertake and perform said work;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the premises and of the covenants and undertakings, herein expressed to be observed, kept and performed, as well as of the sum of one dollar by each party to the other in hand paid before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, each of the parties hereto for themselves, their successors and assigns, mutually covenant, stipulate and agree as follows:

First.—The Power Company, acting for and on behalf of and under the authority conferred by the Columbia and Port Deposit Railway Company, does hereby authorize the said Contractor to construct and complete without delay the said relocated roadbed, tracks, telegraph lines, stations and other facilities and appurtenances for the said Columbia and Port Deposit Railway Company, the work

to be performed in accordance with plans and specifications approved by, and under the supervision and to the satisfaction of, the Chief Engineer of the Columbia and Port Deposit Railway Company, or his representative, hereinafter called the Chief Engineer of the Railways, said specifications being set forth below under the heading "Specifications" and made a part hereof, and such work to be performed in conformity with all the other provisions hereinafter contained, the Power Company to pay the Contractor therefor the compensation hereinafter provided.

Second.—That for and in consideration of the covenants and payments herein mentioned to be made and performed by the Power Company, the Contractor doth hereby covenant and agree to furnish all materials and labor necessary to complete, in the most substantial and workmanlike manner, to the satisfaction and acceptance of the Chief Engineer of the Railways, the proposed relocated roadbed, tracks, telegraph lines, stations and other facilities and appurtenances of the Columbia and Port Deposit Railway Company between Safe Harbor and a point 500 feet south of Benton Station, Lancaster County, Pennsylvania; and to completely perform and finish all the said work as described in the following specifications, and agreeably to the directions received from the said Chief Engineer, and in conformity with all the further provisions hereof, within eighteen months of the date of this agreement; and the Contractor further covenants and agrees that he will complete that part of the work described in the following specifications which is to be done above the dam now being constructed by the Power Company near McCall Ferry, Lancaster County, Pennsylvania, where the elevation of the existing track of the Columbia and Port Deposit Railway is now 175 feet or less, by April 1st, 1907.

Third.—The construction of such relocated roadbed, track and appurtenances, which Contractor hereby agrees to do, shall include grading such relocated roadbed and

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constructing the masonry for a double-track railway between said Safe Harbor and a point 500 feet south of Benton Station, including all culverts, bridge sub-structures for double-track and bridge superstructures for single-track; and laying upon such grading and masonry a single-track railway, ballasted and ready for use between said points, in accordance with the plans and specifications aforesaid, and erecting and constructing telegraph lines, stations, side-tracks, connections and other facilities and appurtenances of the same general character and to take the place of those now used in connection with the present railway line; but it is expressly understood that Contractor is not required to furnish, or pay any expense of procuring any part of the right of way for such relocated roadbed, track and appurtenances.

SPECIFICATIONS.

Fourth.—The work to be done by the Contractor hereunder consists in the furnishing of all material and performing all labor necessary to the rebuilding of that portion of the Columbia and Port Deposit Railway between Safe Harbor and a point 500 feet south of Benton Station, about 13.9 miles, according to detailed plans and specifications to be made from time to time by the Chief Engineer of the Railways, as work progresses; all for a new line of railway between Safe Harbor and a point 500 feet south of Benton Station, as set forth in the contract between the Railway Company and the Power Company of August 13th, 1906, and the Contractor is obligated to furnish all material and perform all the labor required of the Power Company between Safe Harbor and a point 500 feet south of Benton Station in said contract of August 13th, 1906.

Fifth.—Contractor hereby agrees, in order to enable said Railway Company to co-operate with it in the prompt delivery

of materials and the prompt construction of such relocated roadbed, track, stations and appurtenances, that it will, in so far as it may legally and properly be able to do so, ship, or cause to be shipped, all materials ordered for such relocated roadbed, track, stations and appurtenances by the lines of the Pennsylvania Railroad system and over and by the lines of the railroad owned, operated or controlled thereby.

Sixth.—The said Power Company doth promise and agree to pay to the said Contractor for the work to be done under this contract, the total price of one million two hundred and fifty thousand dollars (\$1,250,000), payable in installments as follows: On or about the last day of each month, during the progress of this work, an estimate shall be made of the relative value of the work done, to be judged of by the Chief Engineer of the Railways and verified by the Chief Engineer of the Power Company; and ninety per cent. (90%) of the amount of said estimate shall be paid to the Contractor by the Power Company on or about the fifteenth day of the following month, and the Power Company and the Contractor respectively shall, on the twentieth day of such month, report to the Columbia and Port Deposit Railway Company the amount so paid and received. And when all the work embraced in this contract is completed, agreeably to the specifications and in accordance with the directions and to the satisfaction and acceptance of the Chief Engineer of the Railways, there shall be a final estimate made of the quality, character and value of said work, according to the terms of this agreement, when the balance appearing due to the Contractor shall be paid to the said Contractor within thirty days thereafter, upon the Contractor giving a release, under seal, to the Power Company and to the Columbia and Port Deposit Railway Company from all claims or demands whatsoever growing in any manner out of this agreement, and upon the Contractor procuring and delivering to the Power Company and the Columbia and Port Deposit Railway Company full releases, in proper form and duly executed, from mechanics and material men, of all liens, claims and demands for materials furnished and provided,

and work and labor done and performed upon or in connection with the work herein contracted for under this contract.

Seventh.—There shall be no lien or right to file a lien against the structure or other improvements herein contracted for, or any part or parts thereof, or the site thereof, for work or labor done or materials furnished in the performance of the work embraced in this contract, or any part or parts thereof, or extra work thereunder; and no such lien or claim shall be filed, or in any way attempted to be enforced by, or on behalf of, the Contractor hereto, or by or on behalf of any subcontractor, material man or other person concerned in or in connection with the performance of the work embraced in this contract; nor shall there be any claim for such work or materials against the Power Company, or its assignees, other than the claim of the Contractor under this contract.

Eighth.—It is further covenanted and agreed between the said parties, that the Contractor shall not sub-let or transfer this contract, or any part thereof, to any person (excepting for the delivery of materials) without the written consent of the said Engineers, but will at all times give personal attention and superintendence to the work.

Ninth.—It is further agreed and understood that the work embraced in this contract shall be commenced within ten days from this date, and prosecuted with such force as the Chief Engineer of the Power Company shall deem adequate to its completion within the time specified; and if at any time the said party of the second part shall refuse or neglect to prosecute the work with a force sufficient, in the opinion of the said Engineer, for its completion within the time specified in this agreement, then, and in that case, the said Engineer or such other agent as the said Engineer shall designate, may proceed to employ such a number of workmen, laborers and overseers as may, in the opinion of the said Engineer, be necessary to insure the completion of the work within the time hereinbefore limited, at such wages as he may find necessary or

expedient to give; pay all persons so employed, and charge over the amount so paid to the Contractor as for so much money paid to the Contractor on this contract; or for the failure to prosecute the work with an adequate force, for non-compliance with his directions in regard to the manner of constructing it, or for any other omission or neglect of the requirements of this agreement and specifications on the part of the Contractor, the said Engineer may, at his discretion, declare this contract, or any portion or section embraced in it, forfeited; which declaration and forfeiture shall exonerate the Power Company from any and all obligations and liabilities arising under this contract, the same as if this agreement had never been made; and the reserved percentage upon any work done by the Contractor may be retained forever by the said Power Company.

And the said Contractor hereby further covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence or happening of any accidents, injuries, damages or hurt to any person or property during the progress of the construction of the work herein contracted for, and to be responsible for, and to indemnify and save harmless the Power Company and the Columbia and Port Deposit Railway Company and the said Engineers from the payment of all sums of money by reason of all or any such accidents, injuries, damages or hurt that may happen or occur upon or about said work, and from all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance or regulation, or law of the State, while the said work is in progress of construction.

Tenth.—Contractor further agrees, in carrying out this construction contract and performing the work and furnishing the materials pursuant thereto,

(a) To do so in manner satisfactory to Power Company in all respects in which the interests and convenience of said

Power Company in carrying on its own work and construction may be affected;

(b) To do everything that Power Company is required to pay for between Safe Harbor and a point 500 feet south of Benton Station by the provisions of said contract dated August 13th, 1906, copy whereof is hereto annexed, except furnishing right of way; provided, that the Contractor shall not be required to bear the expense of removing any private, public or township roads or highways or repairing or reconstructing the same; but shall be compensated for any such work that he is directed to perform at the actual cost thereof plus 10%, such actual cost to include only the labor employed and the materials furnished.

H. W. KENBAUGH,
INCORPORATED.

*McCull Ferry Pm Co
J. F. Highland
Vice President*

(c) That railway traffic shall not, through Contractor's operations, at any time be interrupted or interfered with to McCall Ferry and Minqua Station, and that such traffic shall be without interruption and continuous either from the north or from the south;

(d) To so arrange the closing of the present line below McCall Ferry as not to interfere with the operations of Power Company longer than for three months' time as the total aggregate of all such interruptions, and that whether such interruption shall be in one continuous period or separated into different periods, and the time or times when the same shall occur, are to be determined and selected by Power Company, and Contractor agrees to be governed by Power Company's determinations and selections in these respects;

(e) That Power Company shall be allowed to do all that part of the excavation called for by this construction contract for the distance of one-half mile above and one-half mile below said McCall Ferry dam about to be constructed by Power Company at the rate of eighty cents per cubic yard of such excavation.

Eleventh.—Contractor further assumes and agrees to perform all the obligations of Power Company to said Columbia and Port Deposit Railway Company contained in the first paragraph of the portion numbered "Eighth" of said contract dated August 13, 1906, between Power Company and

said Railway Company (copy whereof is hereto annexed) so far as such obligations relate to, or are based upon, the construction of the relocated roadbed, track and appurtenances covered by this construction contract, or the closing (if such be necessary) during such construction of any portion of the present railway between the aforesaid points of Safe Harbor and a point 500 feet south of Benton Station, and also all such obligations contained in the first half of the first paragraph of the portion numbered "Fifth" of said contract, including the obligation to pay three hundred dollars per day as therein stated.

Twelfth.—Power Company further agrees to permit Contractor (under the permission granted Power Company in and by said contract, copy whereof is hereto annexed) to use the present ~~tracks of~~ Railway Company extending along the parts of the line so to be relocated; and Contractor hereby agrees to so use such tracks as not to interfere with a like use thereof by Power Company under the aforesaid permission.

Thirteenth.—It is mutually agreed and distinctly understood that the decision of the Chief Engineer of the Power Company shall be final and conclusive in any dispute which may arise between the parties to this agreement relative to anything contained in Article Ninth or in clauses (c), (d) or (e) of Article Tenth; and that the decision of the Chief Engineer of the Railways shall be final and conclusive in any dispute that may arise between the parties to this agreement relative to any other clauses of this agreement; and each and every of said parties do hereby waive any right of action, suit or suits, or other remedy in law or otherwise, by virtue of said covenants, so that the decision of either of the said Engineers, as before specified, shall, in the nature of an award, be final and conclusive on the rights and claims of said parties.

Fourteenth.—This agreement shall take the place of the said agreement dated April 14th, 1906, between the Power

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Company and H. S. Kerbaugh, Incorporated, which is hereby annulled and cancelled.

IN WITNESS WHEREOF, the said parties hereto have caused their respective corporate seals to be hereunto affixed, duly attested, the day and year first hereinbefore written.

Signed, sealed and delivered
in the presence of us:

McCALL FERRY POWER COMPANY,

By

J. L. Kiddland

Vice President.

Attest:

Harold Bender
Secretary.

H. S. KERBAUGH, INCORPORATED,

By

*Joe. F. Hoffman**H. S. Kerbaugh*

President.

Attest:

Franklin

Secretary.

Contract With Kerbaugh for Cully's Cut

THIS AGREEMENT, made and entered into this *fifteenth* day of August, 1906, between the McCALL FERRY POWER COMPANY, a corporation of the State of Pennsylvania, party of the first part, hereinafter called "Power Company", and H.S. KERBAUGH, INCORPORATED, a corporation of the State of West Virginia, party of the second part, hereinafter called "Contractor".

WITNE SETH: That in consideration of the premises^c and of the covenants and undertakings herein expressed to be observed, kept and performed, as well as of the sum of one dollar by each party to the other in hand paid before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, each of the parties hereto for themselves, their successors and assigns, mutually covenant, stipulate and agree as follows;

First.— The Contractor will, at his own expense and risk and in conformity to the following specifications, furnish all material, equipment and labor necessary and suitable for excavating the rock canal shown on attached drawings Nos. A and B, hereby made part of this agreement, and doing all work incidental thereto, to the satisfaction of the Chief Engineer of the Power Company or his authorized representative (hereinafter called the Engineer) and for disposing of the spoil in the manner shown on drawing B attached hereto, except as to such part of the spoil as the Company shall elect to make use of, and this part of the spoil the Contractor will load upon cars of the Company, without extra charge, it being understood that the Company will erect suitable tracks to the head of the canal cut, and that the Contractor will erect and maintain all additional tracks and switches that may be necessary both for the loading of the spoil that the Company elects to take, and for the disposition of the other part of the spoil into the spoil banks as shown on drawing B; and the Contractor will trim the spoil banks as directed.

Second.— The Contractor further agrees that the Engineer shall determine all questions as to the amount and quality of work done, and the rate of progress of the work, and that the rate of progress shall be such as in the opinion of the Engineer will insure completion of the work under ordinary circumstances on or before January first, (1st) 1907, and the decision of the Engineer as to these matters shall be binding on both parties; and the Contractor agrees that he will use every reasonable means to complete the work by January first (1st) 1907.

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- 2 -

Third.- The Contractor agrees that he will do all the work to the lines and levels and in accordance with the plans and directions given him by the Engineer, and that the work shall be so done that the sides and bottom of the cut shall be as free as possible from gross irregularities and shall not intrude within the neat lines shown on the plans.

Fourth.- All excavation shall be estimated in place within the neat line established, and the price named by the Contractor shall cover any excess excavation which may be necessary to cut to the neat line.

Fifth.- The Contractor agrees that the price named for this work shall include all necessary bailing and draining, and such coffer-dam work as may be required, and that he will maintain a sufficient pumping plant to drain the canal of rainfall and of leakage that may not be shut off by the Company's coffer-dam, and that he will assume with the Company the general risk of overflowing, and that there shall be no charge for extra pumping nor for any flumes that the Contractor may find necessary to build.

Sixth.- The Contractor agrees that he will have the foundation for the low concrete weir at the head of the canal ready for the Company to build said weir by December first (1st) 1906.

Seventh.- And the Contractor further agrees that he will not sublet or assign the work or any portion thereof without the written consent of the Company, and that he will save the work free from liens either for material or labor that may be attempted.

Eighth.- Payments to the Contractor shall be made as follows: On or about the end of the month the Engineer will make measurements and estimate at the price bid the value of the work done during the preceding month, and the Company will pay to the Contractor ninety (90) per cent of such estimate not later than the fifteenth (15th) of the following month. At the conclusion of the work to the satisfaction of the Engineer he shall make a final estimate of the value of the work according to the terms of this contract, and the balance due the Contractor shall be paid him not more than thirty (30) days later upon his giving a release to the Company from all claims or demands whatsoever growing out of this agreement.

Ninth.- The Company agrees that it will pay the Contractor cost plus 10% for all incidental work that the Engineer may order the Contractor to do.

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note. Tenth.- The Company agrees to pay to the Contractor one dollar, fifty ~~per cubic yard of solid rock~~ cents (\$1.50) as full compensation for furnishing all material, equipment and labor, and for all the work specified herein.

IN WITNESS WHEREOF, the said parties hereto have caused their respective corporate seals to be hereto affixed, duly attested, the day and year first hereinbefore written.

McCALL FERRY POWER COMPANY

By *J. W. Whittland*
Vice-President

ATTEST:

Harold Pender,
Secretary.

H.S. KIRBAUGH (INCORPORATED)

By *H. S. Kirbaugh*
President

ATTEST:

Secretary

Joe F. Hoffman
As to ASK

Ch. F. H. H. H.

Kirkland Estimate of Cost, November 30, 1906

COPY.

November 30th, 1906.

H. F. Dimock, Esq.,

President McCall Ferry Power Company,

60 Wall Street, New York.

Dear Sir:-

In accordance with the request contained in Mr. Barnum's letter to you of October 25th, I beg to submit the following statement of the financial condition of this Company as of October 1st. The resources of the Company on that date available to meet expenditures were:

Accounts Receivable.

Susquehanna Contracting Co.	\$3 699 175 00	
McCall Ferry Supply Co.	40 000 00	
Knickerbocker Trust Co.		
(Money in Escrow)	250 000 00	\$3 989 175 00

Cash Assets		578 150 83
		<u>\$4 567 325 83</u>

The expenditures to October 1st have been as given in the following schedule and opposite each item has been set the amount estimated as necessary to be still spent to complete the Company's work and bring it to the producing stage.

	<u>Already spent</u>	<u>Estimated to be spent.</u>	<u>Total.</u>
Real Estate,	\$37,014 18	\$365 000	\$402 014 18
Hydraulic Construction,	1 133 239 38	2 300 000	3 433 239 38
Improvement of Tail-race,		225 000	225 000 00
Electric Construction,	205 65	1 322 000	1 322 205 65
50 000 H.P.			
Elevation of C. & R.D.			
Tracks.....	10 374 48	1 239 625 52	1 250 000 00
Removal of Highways,		50 000	50 000 00
Administration and General			
Expenses.....	234 868 19	536 000	770 868 19
Net Interest during Con-			
struction.....	424 150 00	175 000	600 000 00
	<u>\$1 839 851 88</u>	<u>\$6 213 475 52</u>	<u>\$8 053 327 40</u>

H.F.D.
11/30/06.

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Deducting the resources from the estimated amount still to be expended shows that we shall require to raise about \$1,646,000.

We have unissued in the treasury 1517 Bonds. Assuming that these are sold at 90%, they will yield \$1,365,300. and to complete the work as now contemplated we shall require an additional sum of about \$280,000.

I quote as follows from a memorandum of our Chief Engineer showing what parts of our work can be completed with our present resources, both including and excluding the bonds still in the treasury:

"In the estimate of total cost to complete the works, the cost of transmission lines, with right of way, is \$981,000: if this item be omitted, the total estimated cost would become \$7,072,000, and the Company would have a surplus over estimated expenditures of \$700,500.

Included in this estimate is the sum of \$1,185,000 for electric and hydraulic equipment; included in the resources of the Company is the sum of \$1,365,300, the proceeds of bonds now in the treasury. Assuming these bonds not to be sold, the Company has total resources sufficient for the construction of dam, power house, and switch house, complete, with all hydraulic works, but with no equipment, and have a surplus of \$460,200."

This is, in brief, the resources of the Company are \$200,500. less than the present total estimates; they are \$700,500 greater than the present estimates, omitting transmission lines; they are \$460,200 greater than the present estimates, without the sale of bonds now held in the treasury, omitting both transmission lines and all equipment".

Very truly yours,

Vice-President.

Court Order Authorizing Construction of Dam

Commonwealth of Pennsylvania,

vs.

McCall Ferry Power Company, et al.

No. 402, Equity Docket.

No. 462, Commonwealth Docket, 1906.

IN EQUITY.

Jan. 14, 1907, the above entitled cause was heard upon bill and answer was argued by counsel and has been fully considered by the court.

The Commonwealth, by her Attorney General, has submitted the form of decree she desires entered and counsel for defendants have been fully heard thereon.

The same upon full consideration and argument, commending itself to the court, is adopted and the decree in the said form is now made and ordered to be entered as follows:

"And now, this 14 day of January, 1907, the above cause having come on to be heard upon bill and answer and having been argued by counsel, it is ordered and decreed that the right of the defendant, the McCall Ferry Power Company, to continue the construction of a dam now in course of erection on the Susquehanna River and to maintain said dam after the same shall have been constructed, shall be subject to its making and maintaining adequate provision for the passage of fish, and further shall be subject to the condition that said defendant corporation, its successors and assigns, whenever the navigation of said Susquehanna River shall hereafter be improved either under State or

- 2 -

Federal requirements in such way and manner as will secure by the additional construction of a proper lock, or locks, a continuous navigation of said River between Columbia and Havre de Grace, such lock or locks necessary to make said navigation continuous shall be erected without delay by the defendant corporation and its assigns, at its and their own expense, and the physical condition of said lock shall be maintained in good order thereafter.

"It is further ordered and decreed that the McCall Ferry Power Company be and is hereby enjoined from the further maintenance of said dam after such time as, said navigation of said River having been made otherwise continuous, said Company shall fail within a reasonable time to erect and construct, at its expense, said lock."

By the Court,

George Kunkel, P. J.,

Thomas H. Capp, A. L. J.

Power Contract With Consolidated Gas Electric Light and
Power Company, June 4, 1907

THIS AGREEMENT made this Fourth day of June, in the Year nineteen hundred and seven, between the McCALL FERRY POWER COMPANY, hereinafter called "the Power Company", and the CONSOLIDATED GAS ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE, hereinafter called the "Lighting Company", witnesseth:

I.

The Power Company agrees to maintain and keep at its sub-station near the boundary line of the City of Baltimore and not more than twenty-five thousand (25,000) feet from the Lighting Company's sub-station in McClellan's Alley, at the disposal of the Lighting Company, electric energy generated by water power, of approximately thirteen thousand (13,000) volts at a frequency of approximately twenty-five (25) cycles per second, at the busbars in the sub-station of the Power Company. The Power Company shall provide the necessary sub-station for its apparatus, at the point of delivery, shall furnish all necessary ducts inside the building, and shall also furnish for each cable installed by the Lighting Company, for the transmission of power under this contract, a suitable automatic circuit breaking switch, and such measuring instruments within its sub-station as may be necessary under this contract. For the maintenance of this electric energy at the disposal of the Lighting Company, and for the privilege of demanding its delivery as hereinafter set forth, the Lighting Company agrees to pay annually to the Power Company, as long as the Power Company fulfills this contract according to its terms, the sum of eighty thousand dollars (\$80,000.) as service charge, less the sum determined by allowing six hundred dollars (\$600.) per thousand feet for the distance from the Power Company's sub-station

to the Pratt Street Power House of the United Railways & Electric Company of Baltimore, by the shortest available line of ducts. This sum shall be paid monthly in twelve equal installments.

II.

The Power Company agrees to deliver at its said sub-station to the Lighting Company as much of said electric energy as the Lighting Company may desire to take, and only when and as desired, not exceeding, however, four thousand (4,000) kilowatts, except as hereinafter provided. The Lighting Company agrees that it will not dispose of said electric energy, or any part thereof, directly or indirectly, to any passenger electric railway now or hereafter operating in competition with the United Railways & Electric Company of Baltimore, or permit it, or any part thereof, to be used by any such Railway Company. The electric energy is to be delivered ^{as desired} by the Lighting Company, during the twenty-four hours of each and every day, to the Lighting Company, and it is to be received by it, at the low pressure bars of the said sub-station of the Power Company, the pressure and frequency at which said electric energy shall be delivered shall be practically constant at thirteen thousand (13,000) volts; that is to say, fluctuations of either pressure or frequency shall not be such as to prevent successful operation of electrical apparatus connected with the circuits of the Lighting Company, provided said apparatus is of good design and is connected and operated in accordance with good practice. The Lighting Company shall furnish and install, at its own expense, cables for connection to the switches installed by the Power Company. For the electric energy delivered the

Lighting Company shall pay to the Power Company an energy charge, which shall be determined by multiplying the total number of kilowatt hours delivered to the Lighting Company by two mills. All payments under this contract shall be made monthly, on or before the fifteenth day of each month following that in which electric energy is first regularly supplied, and including the first month after the expiration of this agreement; each such monthly payment to include all amounts due under this contract for operations to the end of the preceding month.

III.

It is the intent of this agreement that the Lighting Company shall have the right to take an average of four thousand (4,000) kilowatts during those hours when the load of the Lighting Company is four thousand (4,000) kilowatts or greater. Inasmuch as it is impossible, by reason of fluctuations in the Lighting Company's load, to hold the energy delivered by the Power Company at exactly four thousand (4,000) kilowatts, the Lighting Company is hereby permitted to take an average of four thousand (4,000) kilowatts during the hours when its load is equal to or in excess of four thousand (4,000) kilowatts, provided that it shall at no time exceed forty-two hundred (4,200) kilowatts. For this excess energy, no charge will be made by the Power Company other than the two mills per kilowatt hour. During the hours when the load of the Lighting Company is less than four thousand (4,000) kilowatts, the Lighting Company shall have the right to take energy under this agreement for momentary peaks up to five thousand (5,000) kilowatts, provided that by so doing the Power Company is not interfered with in the delivery of its energy to other customers. No

charge for this excess energy will be made by the Power Company other than the two mills per kilowatt hour, and the Power Company shall supply, to the extent of the energy contracted for, the Lighting Company's peak load (that is to say four thousand (4,000) kilowatts) even during the low water period.

IV.

The date upon which the supply of the four thousand (4,000) kilowatts hereby contracted for shall begin, shall be the first day of September, 1908; provided, however, that in case either party shall be delayed in the construction of its works, or in the completion of any essential part thereof, by strike, war, act of God, or any other cause beyond its control, including any interruption in the construction, maintenance or operation by the Power Company of its electric plant, or transmission lines caused by any injunction or order of Court granted in any bona fide and adverse legal proceedings, the date shall be extended for a period equal to that during which the interruption will have existed, provided, however, this extension shall not be later than September 1st, 1909. If the delay in delivering the electric energy by the Power Company to the Lighting Company, in accordance with this contract, shall extend later than September 1st, 1909, then the Lighting Company shall have the option of allowing such further extension or extensions, from time to time, after September 1st, 1909, as it may see fit to grant, or rescinding this contract, and declining to take any deliveries thereunder. The Power Company will give to the Lighting Company written notice, naming the exact date at which it will stipulate to be ready to furnish power hereunder, and such notice shall be given sufficiently

in advance of such date to enable the Lighting Company to order, procure and install cables, connections and apparatus, including conduits between the City Limits and the Power Company's sub-station, required and necessary to be furnished and installed by it, the Lighting Company, hereunder. In the interval, if any, between said dates so to be named in said notice, and the time of the actual readiness of the Power Company to furnish power hereunder, the Power Company shall pay to the Lighting Company interest at the rate of six per centum on the capital invested in said cables, conduits, connections and apparatus, together with any conduit rental payable by the Lighting Company to the Mayor and City Council of Baltimore for the use of the City conduits for the service covered hereby. The Power Company warrants, notwithstanding anything in Article One herein contained, that its sub-station will be located near the Eastern boundary line of the City of Baltimore, and in no event more than ten thousand (10,000) feet from the intersection of said boundary line with East Baltimore Street.

V.

The Lighting Company shall adjust the apparatus installed by it and by its customers, and so install and maintain its system of distribution that electric energy delivered by the Power Company shall be at a power factor not lower than ninety per cent (90%). The Lighting Company shall take electric energy in such a manner that the variation in amount supplied by any two phases shall in no case exceed ten (10) per cent, provided the potential supplied by the Power Company at the thirteen thousand (13,000) volt busbars in its sub-station shall be identical as measured upon each of the three phases. In the event of unbalanced load, due to unequal loading of phases by the

Lighting Company, the maximum energy taken by the Lighting Company shall be held to be that which would be taken if the three phases were loaded equally to the same extent as the most heavily loaded phase.

VI.

The Lighting Company agrees to supply upon demand from the Power Company electric energy generated by steam power upon the following conditions:

Upon six hours' notice, specifying the amount required during the twenty-four hour period, the Lighting Company shall supply energy to the Power Company not exceeding one hundred and fifty thousand (150,000) kilowatt hours in any twenty-four hour period, and not exceeding an average of four million (4,000,000) kilowatt hours per annum during the term of this agreement, or any extensions thereof. Provided, however, that the obligation of the Lighting Company to furnish energy for the use of the Power Company in supplying users other than the Lighting Company shall extend only to such power as, at the time of any demand by the Power Company, the Lighting Company may have available in excess of the power required for its own operations. Provided it does supply this one hundred and fifty thousand (150,000) kilowatt hours in any twenty-four hour period, the Lighting Company may supply it at such hours and rates of delivery, i. e. quantum of energy per hour, as it may choose. In this connection, it is hereby agreed, that if the Power Company, at any time, is deficient in the delivery of any electric energy generated by water power, which it, under this contract, is obliged to supply the Lighting Company, the Lighting Company may supply to itself electric energy generated by itself from steam power, in an amount equal to

such deficiency, and charge the Power Company therefor at the rate of four mills per kilowatt hour, (that is to say, to allow the Power Company two mills per kilowatt hour, and to charge them six mills per kilowatt hour making a net charge of four mills as aforesaid.) This amount thus supplied, in substitution of the obligation of the Power Company, shall be deducted from the one hundred and fifty thousand (150,000) kilowatt hours, which, under this contract, the Lighting Company would otherwise be obliged to deliver to the Power Company. For all energy generated by steam power, delivered by the Lighting Company to the Power Company, the Power Company shall pay six mills per kilowatt hour. The Electric energy generated by steam power to be delivered under this article by the Lighting Company to the Power Company shall be delivered at the bushbars at the Westport Power House, and to be the same kind of energy as to voltage and frequency as is normally delivered by the Power Company, and the Lighting Company for this delivery shall allow the Power Company the free use of its cables and ducts. In order to be in a condition to perform this obligation, the Lighting Company agrees to maintain its steam plant, so as to have not less than its present output capacity, to wit, thirteen thousand (13,000) kilowatts under a normal load, and for this maintenance of condition to deliver the electric energy generated by steam power, as prescribed by this contract, the Power Company shall pay annually to the Lighting Company the sum of twenty thousand dollars (\$20,000.) as a service charge for the right to receive such energy generated by steam in accordance with the terms of this contract. This sum shall be paid in twelve equal monthly installments.

VII.

Meters necessary to determine the quantities supplied under this contract are to be provided as may be mutually agreed upon between the two Companies. Those installed in the sub-station of the Power Company are to be provided and kept in repair by the Power Company, and shall be and remain its property. Those installed in the Power house of the Lighting Company are to be provided and kept in repair by the Lighting Company, and shall be and remain its property. The meters shall be sealed and approved by both parties when installed, and after each test. Either party shall have the right to inspect and test the meters at any reasonable time two days after having given notice, in writing, to the other party, of its desire to do so, and the expense of such test shall be borne by the party requesting it.

VIII.

The Power Company agrees that during the term of this contract it will sell electric energy for use in Baltimore and its vicinity to no individual or corporation, directly or indirectly, other than the Lighting Company, except that it may sell to the United Railways and Electric Company of Baltimore ten thousand (10,000) kilowatts upon terms and conditions not more favorable to said Railways Company than those in this contract, but said electric energy is to be used by the Railways Company only for its railway purposes in connection with its own railroad or lines leased or controlled by it and not for electric lighting or electric power as an independent business; and railway purposes shall include parks owned or operated by the Railways Company. For the purposes of this contract "Baltimore and vicinity" shall include all territory within a radius of twenty-five miles of the Washington Monument in Baltimore City.

IX.

If the Lighting Company desires to purchase more energy generated by water power than the maximum amount of energy, which under this contract, it has agreed to purchase from the Power Company, it agrees to call on the Power Company to name a price at which it will agree to furnish such additional electric energy. If the price at which the Power Company will furnish the said additional electric energy is less than the price at which the Lighting Company can secure such additional ^{electric} energy generated by water power, then the Power Company agrees to furnish, and the Lighting Company agrees to purchase said additional energy from the Power Company, but should the Lighting Company secure a price for said additional electric energy generated from water power at less than that at which the Power Company will, in its offer, agree to furnish said energy, then the Lighting Company agrees to purchase said additional energy from the Power Company, if offered, upon terms as favorable as those offered by any bona fide source.

X.

If default shall be made at any time by either party to this agreement, in making payments at the time or times when they shall fall due under the terms of this agreement, and if such default shall continue for sixty days after demand for payment will have been made, then the other party shall have the right, at its option, of terminating this agreement, or, without terminating this agreement, to discontinue delivering electric energy generated by water or by steam, as the case may be, until all money due to it from the other party will have been paid. And this option may be exercised by either party, whenever and as often as ^{any} such default shall occur and continue for the said period of

sixty days after demand has been made; omission to exercise such option at any time shall not constitute a waiver of right to exercise such option, ^{whenever} such default shall occur, nor shall anything herein contained be held to prevent either party from enforcing the payments due to it by legal process.

XI.

If for any reason any difference should arise between the Lighting Company and the Power Company as to the failure of either party to perform the provisions of this contract, or any question should arise as to the construction by either party of the provisions of this contract, the questions arising therefrom shall be submitted to a board of arbitrators, one member of which shall be appointed by the Lighting Company, another by the Power Company, and the two so selected to appoint a third member, and any decision made by this board, or a majority thereof, shall be final and binding upon the parties hereto, and any damage which may be awarded by said board, or majority, to the party injured shall be paid to the party injured by the other party within thirty days from the decision of the board. Should either party fail or refuse to name its arbitrator within ten days after written notice from the other party of the latter's desire for arbitration, (which notice shall define the question or questions to be arbitrated, and shall contain the name of the arbitrator chosen by said other party), then it shall be competent for any member of the Supreme Bench of Baltimore City to name an arbitrator on behalf of the party so failing or refusing, and said arbitrator so named shall have all the powers of an arbitrator named by the party so in default. Should the arbitrators, however named fail to agree upon a third arbitrator within ten days after their

appointment, then it shall be competent for any member of said Supreme Bench of Baltimore City, at the request of either party to name such arbitrator.

XII.

This contract between the Power Company and the Lighting Company shall remain in force for a period of ten years from the date of the first delivery of energy generated by water power under this contract. The Lighting Company shall have the option to extend the contract for a further period of ten years, providing notice to that effect is given not less than one year prior to the expiration of the ten year period.

XIII.

This agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants and conditions thereof shall inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

XIV.

This entire contract has been drawn upon the expectation that the Lighting Company shall demand from the Power Company an average maximum of four thousand (4,000) kilowatts, as expressed in Article II and Article III of this contract. Inasmuch as the Lighting Company may desire to take, instead of four thousand (4,000) kilowatts, as expressed in Article II and Article III, at least five thousand (5,000) kilowatts, an option is hereby given to the said Lighting Company to demand said five thousand (5,000) kilowatts instead of four thousand (4,000) kilowatts, provided the said

option is exercised by written notice sent to the Power Company not more than one year after the execution of this contract. In the event of the exercise of such option to take five thousand (5,000) kilowatts instead of four thousand (4,000) kilowatts, the amounts expressed in the respective articles of this contract shall be changed as follows:

In Article I instead of eighty thousand dollars (\$80,000.) there shall be one hundred thousand dollars (\$100,000.).

In Article I instead of six hundred dollars (\$600.) there shall be seven hundred and fifty dollars (\$750.)

In Article II instead of four thousand (4,000) kilowatts there shall be five thousand (5,000) kilowatts.

In Article III instead of four thousand (4,000) kilowatts, there shall be five thousand (5,000) kilowatts.

In Article III instead of forty-two hundred (4,200) kilowatts, there shall be fifty-two hundred and fifty (5,250) kilowatts.

In Article III, instead of five thousand (5,000) kilowatts, there shall be six thousand (6,000) kilowatts.

In Article III, last line, instead of four thousand (4,000) kilowatts, there shall be five thousand (5,000) kilowatts.

In Article IV instead of four thousand (4,000) kilowatts, there shall be five thousand (5,000) kilowatts.

In Article VI instead of twenty thousand dollars (\$20,000.), there shall be twenty-five thousand dollars (\$25,000.).

FINALLY.

Inasmuch as the satisfactory operation of the Lighting Company's system will depend largely on the uninterrupted availability and reliability of the energy furnished

by the Power Company hereunder, - it is further agreed, notwithstanding anything hereinbefore contained:-

1. That if at any time or for any cause the Power Company shall be unable to give to its customers the full amount of energy due them, no discrimination will be made against the Lighting Company to its injury in favor of any other customer of the Power Company. Inasmuch as the damages arising from the breach of this stipulation may be serious and will be impossible of exact ascertainment, it is agreed that five thousand dollars (\$5,000.) shall be paid for each breach, as liquidated damages, and not as a penalty.

2. Loss of revenue to the Lighting Company caused by any customer declining to pay for current by reason of interruptions of service and loss of business of the Lighting Company by reason of such interruption shall be considered as elements of damage arising from interruption of service. Inasmuch, however, as there may be interruptions more or less short in duration, where the resort to arbitration may prove to be too cumbersome a method for the determination of losses due to such interruptions, the Lighting Company instead of resorting to arbitration may, (but it is not required to), elect to have the General Managers of the two Companies determine the amount of said loss or losses, calling in a third party as umpire, if necessary, whose decision shall be final as to the matters presented to him. The Lighting Company shall charge the Power Company, in the next succeeding monthly settlement, with the amount of loss or losses so determined.

3. The arbitration provisions of this contract shall not prevent the exercise by the Lighting Company of any legal rights it would otherwise have to terminate this contract,

without resort to arbitration, if the service of the Power Company is not substantially in accordance with Article I and the other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, the day and year first above written.

McCALL FERRY POWER COMPANY

By J. C. Thirlman
Vice President

Attest:

Harold Bender
Secretary

CONSOLIDATED GAS ELECTRIC LIGHT
AND POWER COMPANY OF BALTIMORE.

By William S. Miller
Vice President.

Attest:

Charles M. Cohn
Secretary.

Don

Power Contract With United Railways and Electric
Company, June 28, 1907

THIS AGREEMENT Made this 28th day
of June in the year nineteen hundred
and seven, between the McCALL FERRY POWER COMPANY,
hereinafter called, "Power Company", and THE UNITED
RAILWAYS AND ELECTRIC COMPANY OF BALTIMORE, herein-
after called, "Railway Company",—

WITNESSETH:

I.

The Power Company agrees to maintain and keep at its sub-station near the boundary line of the City of Baltimore and not more than twenty-five thousand (25,000) feet from the Pratt Street Power House of the Railway Company at the disposal of the Railway Company, electric energy generated by water power of approximately thirteen thousand (13,000) volts at a frequency of approximately twenty-five (25) cycles per second at the busbars in the sub-station of the Power Company. The Power Company shall provide the necessary sub-station for its apparatus at the point of delivery, shall furnish all necessary ducts inside the building, and shall also furnish for each cable installed by the Railway Company for the transmission of power under this Contract, a suitable automatic circuit-breaking switch, and such measuring instruments within its sub-station as may be necessary under

(2)

this Contract. For the maintenance of this electric energy at the disposal of the Railway Company and for the privilege of demanding its delivery as hereinafter set forth, the Railway Company agrees to pay annually to the Power Company so long as the Power Company fulfills this Contract according to its terms, the sum of two hundred thousand dollars (\$200,000) as service charge, less the sum determined by allowing fifteen hundred dollars (\$1500) per thousand feet for the distance from the Power Company's sub-station to the Pratt Street Power House of the Railway Company by the shortest available line of ducts. This sum shall be annually paid in four equal quarterly instalments.

II.

The Power Company agrees to deliver at its said sub-station to the Railway Company, as much of said electric energy as the Railway Company may desire to take, and only when and as desired, not exceeding, however, ten thousand (10,000) kilowatts, except as hereinafter provided. The electric energy is to be delivered to the Railway Company as desired by it during the twenty-four hours of each and every day, and it is to be received by the

(3)

Railway Company at the low-pressure busbars of the said sub-station of the Power Company. The pressure and frequency at which said electric energy shall be delivered shall be practically constant at thirteen thousand (13,000) volts; that is to say, fluctuations of either pressure or frequency shall not be such as to prevent successful operation of electrical apparatus connected with the circuits of the Railway Company, provided said apparatus is of good design and is connected and operated in accordance with good practice. The Railway Company shall furnish and install at its own expense cables for connection to the switches installed by the Power Company. For the electric energy delivered, the Railway Company shall pay to the Power Company an energy charge, which shall be determined by multiplying the total number of kilowatt hours delivered to the Railway Company by two mills. All payments under this Contract, except as otherwise especially provided, shall be made monthly, on the fifteenth day of each month following that in which electric energy is first regularly supplied, and including the first month after the expiration of this Agreement.

III.

Inasmuch as it is impossible, by reason of fluctuations in the Railway Company's load, to hold

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the energy delivered by the Power Company at exactly ten thousand (10,000) kilowatts, the Railway Company is hereby permitted to take an average of ten thousand (10,000) kilowatts during the hours when its load is equal to or in excess of ten thousand (10,000) kilowatts, provided that it shall at no time exceed ten thousand five hundred (10,500) kilowatts. For this excess energy, no charge will be made by the Power Company other than the two mills per kilowatt hour. During the hours when the load of the Railway Company is less than ten thousand (10,000) kilowatts, the Railway Company shall have the right to take energy under this Agreement for momentary peaks up to twelve thousand (12,000) kilowatts, provided that by so doing the Power Company is not interfered with in the delivery of its energy to other customers. No charge for this excess energy will be made by the Power Company other than the two mills per kilowatt hour, and the Power Company shall supply to the extent of the energy contracted for, the Railway Company's peak load even during low water period.

IV.

The date upon which the supply of the ten thousand (10,000) kilowatts hereby contracted for shall begin, shall be the first day of September, nineteen hundred and eight; provided, however,

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that in case either party shall be delayed in the construction of its works, or in the completion of any essential part thereof, by strike, war, act of God, or any other cause beyond its control, including any interruption in the construction, maintenance or operation by the Power Company of its electric plant or transmission lines, caused by any injunction or order of court granted in any bona fide and adverse legal proceedings,— the date shall be extended for a period equal to that during which the interruption shall have existed; provided, moreover, this extension shall not be later than the first day of September, nineteen hundred and nine. If the delay in delivering the electric energy by the Power Company to the Railway Company in accordance with this Contract, shall extend later than the first day of September, nineteen hundred and nine, then the Railway Company shall have the option of extending the date to a period later than the first day of September, nineteen hundred and nine, or of rescinding this Contract and declining to take any deliveries thereunder. The Power Company will give to the Railway Company a written notice naming the exact date at which it will stipulate to be ready to furnish power hereunder, and such notice shall be given sufficiently in advance of such date to enable the Railway Company to order, procure and install cables, connec-

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tions and apparatus, including conduits between the City limits and the Power Company's sub-station, required and necessary to be furnished and installed by it, the Railway Company, hereunder. In the interval, if any, between said date so to be named in said notice, and the time of the actual readiness of the Power Company to furnish power hereunder, the Power Company shall pay to the Railway Company interest at the rate of six per centum per annum on the capital invested in said cables, connections, apparatus and conduits, together with any conduit rental payable by the Railway Company to the Mayor and City Council of Baltimore for the use of the City conduits for the service covered hereby. The Power Company warrants, notwithstanding anything in Article I hereof contained, that its sub-station will be located near the eastern boundary line of the City of Baltimore, and in no event more than ten thousand (10,000) feet from the intersection of said boundary line with East Baltimore street.

V.

The Railway Company shall adjust the apparatus installed by it, and so install and maintain its system of distribution that electric energy delivered by the Power Company shall be at a power factor not lower than ninety per cent. (90%). The Railway Company shall

(7)

take electric energy in such a manner that the variation in amount supplied by any two phases shall in no case exceed ten per cent. (10%), provided the potential supplied by the Power Company at thirteen thousand (13,000) volt busbars in its sub-station shall be identical as measured upon each of the three phases. In the event of unbalanced load, due to unequal loading of phases by the Railway Company, the maximum energy taken by the Railway Company shall be held to be that which would be taken if the three phases were loaded equally to the same extent as the most heavily loaded phase.

VI.

The Railway Company agrees to supply upon demand from the Power Company electric energy generated by steam power upon the following conditions:

(1) Upon six hours' notice, specifying the amount required during the twenty-four hour period, the Railway Company shall supply energy to the Power Company not exceeding three hundred thousand (300,000) kilowatt hours in any twenty-four hour period, and not exceeding an average annual supply of eight million (8,000,000) kilowatt hours during the term of this Contract or any extension thereof. The Railway Company may supply the three hundred thousand (300,000)

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kilowatt hours in any twenty-four period at such hours and rates of delivery, i.e., quantum of energy per hour as it may choose.

(2) For all energy generated by steam power and delivered by the Railway Company to the Power Company, the Power Company shall pay six mills per kilowatt hour.

(3) If the Power Company at any time is deficient in the delivery of any electric energy generated by water power which it, under this Contract, is obliged to supply the Railway Company, the Railway Company may supply to itself electric energy generated by itself from steam power, in amount equal to such deficiency and charge the Power Company therefor at the rate of four mills per kilowatt hour (that is to say, allow the Power Company two mills per kilowatt hour against the charge of six mills per kilowatt hour, making a net charge of four mills as aforesaid). This amount thus supplied in substitution of the obligation of the Power Company shall be deducted from the three hundred thousand (300,000) kilowatt hours which, under this Contract, the Railway Company would otherwise be obliged to deliver to the Power Company.

(4) The obligation of the Railway Company to furnish to the Power Company energy other than for the use of the Railway Company, shall extend only to such power as, at or during the time of any demand by the Power Company, the Railway Company may have available in excess of the power required for its own operations.

(9)

The electric energy generated by steam power to be delivered under this Article by the Railway Company to the Power Company, shall be delivered at the busbars at the Pratt Street Power house of the Railway Company, and to be the same kind of energy as to the voltage and frequency as is normally delivered by the Power Company, and the Railway Company for this delivery shall allow the Power Company the free use of its cables and ducts. In order to be in a condition to perform this obligation, the Railway Company agrees, subject to the provision aforesaid, to maintain its steam plant so as to have not less than its present output capacity, to wit: twenty-five thousand (25,000) kilowatts under a normal load; and for this maintenance of condition to deliver the electric energy generated by steam power, as prescribed by this Contract, the Power Company shall pay annually to the Railway Company the sum of fifty thousand dollars (\$50,000) as a service charge for the right to receive such energy generated by steam in accordance with the terms of this Contract. This sum shall be paid in four equal instalments of twelve thousand five hundred dollars (\$12,500) each.

VII.

Meters necessary to determine the quantities supplied under this Contract are to be provided as may be mutually agreed upon between the two Companies.

(10)

Those installed in the sub-station of the Power Company are to be provided and kept in repair by the Power Company, and shall be and remain its property. Those installed in the power house of the Railway Company are to be provided and kept in repair by the Railway Company, and shall be and remain its property. The meters shall be sealed and approved by both parties when installed, and after each test. Either party shall have the right to inspect and test the meters at any reasonable time two days after having given notice, in writing, to the other party of its desire to do so, and the expense of such test shall be borne by the party requesting it.

VIII.

The Power Company agrees that, during the term of this Contract, it will sell electric energy for use in Baltimore and its vicinity to no individual or corporation, directly or indirectly other than the Railway Company, except that it may sell to the Consolidated Gas, Electric Light and Power Company of Baltimore electric power upon terms and conditions not more favorable to said Lighting Company than those in this Contract, but said electric energy is to be furnished to said Lighting Company under restrictions preventing its use, either directly or indirectly, by any passenger electric railway company now or

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hereafter operating in competition with the Railway Company. The Railway Company agrees that it will use the electric energy under this Contract only for its railway purposes in connection with its own railroad or lines leased or controlled by it, and not for electric lighting or electric power as an independent business; and railway purposes shall include parks owned or operated by the Railway Company. For the purpose of this Contract, "Baltimore and vicinity" shall include all territory within a radius of twenty-five miles of the Washington Monument in Baltimore City.

IX.

If the Railway Company desires to purchase more energy generated by water power than the maximum amount of energy which, under this Contract, it has agreed to purchase from the Power Company, it agrees to call on the Power Company to name a price at which it will agree to furnish such additional electric energy. If the price at which the Power Company will so furnish is less than the price at which the Railway Company can elsewhere secure such additional electric energy generated by water power, then the Power Company agrees to furnish and the Railway Company agrees to purchase, said additional energy from the Power Company; and should the Railway Company secure a price for said additional electric energy